

****NOT FOR PRINTED PUBLICATION****

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

CARLOS PAZ

Plaintiff,

VS.

STATE FARM LLOYDS

Defendant.

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**Case No. 4:14CV693
(Judge Clark/Judge Bush)**

**ORDER ADOPTING REPORT AND
RECOMMENDATION OF THE UNITED STATES MAGISTRATE JUDGE**

Came on for consideration the report of the United States Magistrate Judge in this action, this matter having been heretofore referred to the United States Magistrate Judge pursuant to 28 U.S.C. § 636. On November 19, 2015, the report of the Magistrate Judge was entered containing proposed findings of fact and recommendations that Defendant State Farm Lloyds' Motion for Partial Summary Judgment (Dkt. # 23) be GRANTED, that Plaintiff take nothing by his extra-contractual claims of negligence, breach of fiduciary duty, common-law fraud by negligent misrepresentation, violations of the Texas DTPA and tie-in statutes, violations of the Texas Insurance Code, unfair insurance practices, breach of the common-law duty of good faith and fair dealing, and misrepresentation, and that those claims should be dismissed with prejudice. The Magistrate Judge further recommended that only Plaintiff's breach of contract claim, alleging that Defendant failed to pay him benefits under a property insurance policy, should proceed to trial.

Having received the report of the United States Magistrate Judge, and no objections thereto having been timely filed, this court is of the opinion that the findings and conclusions of the Magistrate Judge are correct and adopts the Magistrate Judge's recommendations as the findings and conclusions of the court. Therefore, State Farm Lloyds' Motion for Partial Summary Judgment (Dkt. #23) is GRANTED, Plaintiff shall take nothing by his extra-contractual claims of negligence, breach of fiduciary duty, common-law fraud by negligent misrepresentation, violations of the Texas DTPA and tie-in statutes, violations of the Texas Insurance Code, unfair insurance practices, breach of the common-law duty of good faith and fair dealing, and misrepresentation, and those claims are dismissed with prejudice.

Only Plaintiff's breach of contract claim shall proceed to trial.

So **ORDERED** and **SIGNED** this **9** day of **December, 2015**.

A handwritten signature in black ink, appearing to read "Ron Clark", is written above a horizontal line.

Ron Clark, United States District Judge